

STATE OF WASHINGTON, County of Skamania)ss

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 1st day of October, 1929, personally appeared before me Isaac Agee and Martha E. Agee, his wife to me known to be the individuals described as seller and who executed the within, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Raymond C. Sly, Notary Public in
and for the State of Washington; residing at
Stevenson.

Filed for record March 17, 1930 at 8:40 o'clock A. M.

R C C
G. C. Chesser, Co. Auditor.

PEDER G. BURKLAND

to #16329

J. R. PHILLIPS

THIS AGREEMENT, made and entered into this 4th day of September, 1929, by and between Peder G. Birkland, (who was a single man at the time he acquired title to the property herein described) party of the first part and J. R. Phillips, party of the second part, witnesseth;

That the party of the first part covenants and agrees to sell and convey unto the party of the second part, for the price and upon the terms and conditions hereinafter set forth, the following described real property situate and being in Skamania County, Washington, to-wit:

Beginning at the SW cor of Lots No 9 of the Normandy Tracts, thence N 35°15' W 568 feet; thence N 54°45' E 20 feet, thence N 35°15' W 767 feet, thence South 1590 feet to Right of Way of State Road No 8, thence N 54°45' E 930 feet to the place of beginning, containing 15.6 acres more or less, it being understood and agreed that there is a spring situate upon said property near the northerly terminus of the first course above described, all the water of which shall be conveyed.

The purchase price for said real property is the sum of three thousand dollars (\$3000.00) which shall be paid as follows, to-wit: \$200.00 upon delivery of these presents; \$800.00 on or before the 1st day of October 1930, \$2000.00 on or before the 1st day of October 1932.

The party of the second part shall have the right to the immediate possession of said premises. Upon payment of the said sum of \$800.00 as above provided the party of the first part will execute and deliver to the party of the second part a good and sufficient warranty deed for said real property, and accept in payment of the balance of the purchase price a first mortgage upon said premises in the said sum of \$2000.00 payable on or before October 1st, 1932; with interest at the rate of 6% per annum, payable annually; but in case the said party of the second part shall fail to make the said payment of \$2000.00 on or before one year after date hereof, as above provided, these presents shall become null and void, and the said party of the second part shall forthwith surrender said premises to the party of the first part, and that said sum of \$200.00 paid upon delivery of these presents shall, in such event, be retained by the said first party as rental and liquidated damages, it being understood and agreed that no action for specific performance or for breach of contract or other action upon this agreement shall lie against said party of the second part for failure to purchase said premises, forfeiture of said sum of \$200 as rental and liquidated

damaged being hereby declared to be the exclusive remedy; provided, that in case the said party shall refuse or neglect to vacate said premises after failure to make the said payment of \$800.00 as aforesaid, the party of the first part may recover in any action brought to recover said premises, his reasonable damages for such detainer together with a reasonable sum to be fixed by the Court for his attorney's fees and costs of such action.

Taxes for the year 1929 shall be paid by the party of the first part, unless conveyance is made prior to the date said taxes become a lien, in which event the said taxes shall be paid by the grantee.

Time is the essence hereof.

The party of the first part at the time of delivery of deed will furnish an abstract of title to said premises showing a merchantable title thereto.

In Testimony Whereof the parties have executed these presents in duplicate this 4th day of September 1929.

Peder G. Birkeland (Seal)

J. R. Phillips (Seal)

STATE OF WASHINGTON)
County of Skamania) ss

I, Raymond C. Sly, a Notary Public in and for said state and county do hereby certify that on this 4th day of September 1929 personally appeared before me Peder G. Birkeland, to em known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Raymond C. Sly, Notary Public for
Washington residing at Stevenson therein.

Filed for record April 7th, 1930 at 12 o'clock.

McChesser
G. C. Chesser, Co. Auditor.

#16546

BARBARA E. WILLARD to WILLIAM C. MURPHY

THIS AGREEMENT, Made and entered into by and between Barbara E. Willard, a widow, party of the first part and William C. Murphy, party of the second part, Witnesseth:

That the party of the first part promises and agrees to sell to the party of the second part all the merchantable timber standing and being upon the following described real property in Skamania County, Washington, to-wit:

The West half of the Southwest quarter of Section 23; the Northwest quarter, the North half of the Southwest Quarter, the Southeast quarter of the southwest quarter, and the Southwest quarter of the Southeast quarter of Section 26, all in Tp 4 N R 9 E. W. M., excepting therefrom that tract sold to Skamania County, Washington, and that tract sold to B. Lewis.

for the sum of \$2.00 per thousand feet, to be paid by the party of the second part as hereinafter provided.

And the party of the second part promises and agrees to purchase the said timber from the party of the first part and to pay therefor the said sum of \$2.00 per thousand feet as follows: \$2000.00 to be paid upon delivery of these presents, upon which payment the party of the second part shall have a right to cut and take out one million feet of said